

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 of 8	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY		SCO600		7. ADMINISTERED BY (If other than Item 6) CODE	
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – ERIN RALPH/DEBRA SIMPSON-MAYEUX/DESC-BZD PHONE - (703) 767-9298/9297		FAX 703-767-9044			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0099	
				9b. DATED (SEE ITEM 11) August 28, 2000	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [x] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____1____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The changes set forth herein are incorporated into solicitation SP0600-00-R-0099.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

1. Solicitation, DD Form 1707, Block 4, add the following item to be purchased:

MUM 10,584,000 USG.

2. Solicitation Package: Page 6, Delete Clause I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000) and replace with Clause I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000) located on Page 6 of this Amendment.
3. Addendum Package:

- a. Clause B14.03, ESTIMATED SUPPLIES TO BE FURNISHED (DOMESTIC BULK) (DESC JUN 1992), requires the following changes:

- (1) Page A-5, Line Item 0101, add "Tanker Destination Haifa, Israel" as an acceptable Method of Delivery.
- (2) Page A-5, Line Item 0101, Note 1, delete notes in their entirety and replace with the following:

Note 1: The diesel fuel shall conform to the latest revision of MIL-F-16884J modified as follows:

- a. Polycyclic Aromatics shall be 11m/m maximum according to IP-391.
- b. The Density @ 15°C shall be 0.820-0.845 Kg/m³ according to ASTM-D-1298/4052.
- c. The Cetane Number shall be 51 min according to ASTM-D-613.
- d. The Cetane Index shall be 46.0 min according to ASTM-D-976.
- e. The Sulphur Content shall be 350 mg/kg max according to ASTM-D-2622/129.
- f. The Distillation, 65% point shall be 250°C max according to ASTM-D-86.
- g. The Distillation, 85% point shall be 350°C max according to ASTM-D-86.
- h. The Distillation, 95% point shall be 360°C max according to ASTM-D-86.
- i. The Cloud Point shall be (-9)°C max according to ASTM-D-2500.
- j. The Pour Point shall be (-15)°C max according to ASTM-D-97.
- k. The Particulate Contamination shall be 24 mg/kg max according to ASTM-D-2276.
- l. The Flash Point shall be 56° min according to ASTM-D-93.
- m. The CFPP shall be (-5)°C max according to IP-309.
- n. The Carbon (Ramsbottom) on 10% distillation residue shall be 0.30 % m/m max according to ASTM-D-524.
- o. The Accelerated Storage Stability shall be 25 mg/liter max according to ASTM-D-2274.
- p. The Ash shall be 0.01% m/m max according to ASTM-D-482.
- q. The Copper Strip Corrosion (3hr. @ 100°C) shall be 1 max according to ASTM-D-130.
- r. The Water content shall be 200 mg/kg max according to ASTM-D-1744.
- s. The Kinematic Viscosity shall be 2.0-4.5 cSt according to ASTM-D-445.
- t. The Lubricity (HFRR) @ 60° of the diesel fuel shall be 460 micrometer max. according to HFRR test method ASTM-D-6079.

- u. The fuel **shall be** a straight run Diesel Gas-Oil, and **shall not** contain more than 15% vol. of any contain any re-formatted or cracked components.
 - v. The following additives shall **not** be added to the product:
 - (1) Pour point depressant.
 - (2) Fuel System Icing Inhibitors (FSII).
 - (3) Metal Deactivator.
 - (4) Dyes.
 - (5) Biocide additives.
- (3) Page A-6, Line Item 0101, Note 6, delete note in its entirety and replace it with “Delivery shall be FOB Origin at the East or Gulf coast port (to be determined at the time of award) or FOB Destination, Haifa, Israel. Projected delivery is June 2001.”
- (4) Page A-6, Line Item 0101, add the following notes with regard to Tanker Destination offers:
- Note 9:** The fuel shall be shipped to its port of destination in an Ocean Tanker suitable for transporting Diesel Gas-Oil.
- Note 10:** The ship’s cargo cells to be filled with the Diesel Gas-Oil shall be coated with one of the materials listed on the latest revision of QPL-23236, “Paint Coating System, Steel Ship Tank” for Type I or Type III, Class 1, or equivalent.
- Note 11:** Prior to loading the Diesel Gas-Oil on the Ocean Tanker, the ship’s cargo cells shall be cleaned in accordance with standard U.S. Department of Defense Requirements for sea shipment of Diesel Gas-Oil, as set forth in MIL-HDBK-291 (SH), “Cargo Tank Cleaning”. The exact cleaning method shall be determined by the last cargo carried by the Ocean Tanker.
- Note 12:** Tanker Destination offers must be via U.S. Flag Vessel.
- (5) Page A-6, Line Item 0201, Note 6, delete note in its entirety and replace it with “Delivery shall be FOB Origin at the East or Gulf coast port (to be determined at the time of award) or FOB Destination, Haifa, Israel. Projected delivery is January 1, 2001 through December 31, 2001.
- (6) Page A-7, Line Item 0201, delete Note 11 in its entirety and replace with the following: DESC anticipates eleven lifts of approximately 252,000 BBLs.
- (7) Page A-7, Line Item 0201, add the following notes with regard to Tanker Destination offers:
- Note 13:** The fuel shall be shipped to its port of destination in an Ocean Tanker suitable for transporting Jet Fuel.
- Note 14:** The ship’s cargo cells to be filled with the Jet Fuel shall be coated with one of the materials listed on the latest revision of QPL-23236, “Paint Coating System, Steel Ship Tank” for Type I or Type III, Class 1, or equivalent.

Note 15: Prior to loading the Jet Fuel on the Ocean Tanker, the ship's cargo cells shall be cleaned in accordance with standard U.S. Department of Defense Requirements for sea shipment of Jet Fuel, as set forth in MIL-HDBK-291 (SH), "Cargo Tank Cleaning". The exact cleaning method shall be determined by the last cargo carried by the Ocean Tanker.

Note 16: Tanker Destination offers must be via U.S. Flag Vessel.

- (8) Page A-7, Line Item 0301, add "Tanker Destination Haifa, Israel" as an acceptable Method of Delivery.
- (9) Page A-9, Line Item 0301, Note 5, delete note in its entirety and replace it with "Delivery shall be FOB Origin at the East or Gulf coast port (to be determined at the time of award) or FOB Destination, Haifa, Israel. Projected delivery is January 2001.
- (10) Page A-9, Line Item 0301, add the following notes with regard to Tanker Destination offers:

Note 10: The fuel shall be shipped to its port of destination in an Ocean Tanker suitable for transporting Motor Gasoline.

Note 11: The ship's cargo cells to be filled with the Motor Gasoline shall be coated with one of the materials listed on the latest revision of QPL-23236, "Paint Coating System, Steel Ship Tank" for Type I or Type III, Class 1, or equivalent.

Note 12: Prior to loading the Motor Gasoline on the Ocean Tanker, the ship's cargo cells shall be cleaned in accordance with standard U.S. Department of Defense Requirements for sea shipment of Motor Gasoline, as set forth in MIL-HDBK-291 (SH), "Cargo Tank Cleaning". The exact cleaning method shall be determined by the last cargo carried by the Ocean Tanker.

Note 13: Tanker Destination offers must be via U.S. Flag Vessel.

- (11) Page A-9, General Notes, add the following note with regard to Tanker Destination offers:

Note 8: The Ocean Tanker shall be capable of transporting different kinds of petroleum fuels (Jet Fuel, Diesel Gas-Oil and Unleaded Mogas) at the same time, without risk of fuel mixtures at time of transportation, loading and unloading of the fuels.

- 12. Addendum Package, page A-29, Clause F18 F.O.B. DESTINATION (NOV 1991), located on Page 8 of this Amendment, is added. Please make the appropriate changes in the index of clauses.

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- 2416) ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C.
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C 2304)
- Subcontracting Plan ☒ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business
(DoD Contracts) (15 U.S.C. 637)
- E.O. 10582) ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d,
- (41 U.S.C. ☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program
10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)
- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2341 note)
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- ☒ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- 2755) ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C.
- 2534(a)93) ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.
- Act - Balance ☐ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation
of Payments Program (☐ Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301
note)
- ☐ 252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320)
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☐ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- 2631) ☒ 252.247-7023 Transportation of Supplies by Sea (☐ Alt I), (☐ Alt II) (10 U.S.C.

[] 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

[] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

[] 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

[] 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)